

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

VERONICA LEE-BARNES

Plaintiff

v.

PUERTO VEN QUARRY CORPORATION, et
als.

Defendants

CIVIL NO. 03-2358 (GAC)

DECLARATORY RELIEF; MANDAMUS;
PERMANENT INJUNCTIVE RELIEF;
DAMAGES; BREACH OF CONTRACT;
AND COLLECTION OF MONIES

STIPULATION AGREEMENT AND FOR DISMISSAL WITH PREJUDICE

Come now all of the parties represented by their respective attorneys and very respectfully set forth and pray:

All of the parties have agreed to settle all claims presented in this case by any of the parties litigant, according to the following terms and conditions:

(a) Puerto Ven Quarry Corp.; KCIRE Corp; Erick Rodríguez-Toro; Marisol Rodríguez-Centeno; their Conjugal Partnership; Atlante Corp.; KCIRE Investment & Development Corp.; Onitram; and Environmental Power of Puerto Rico, Inc., also known as EPPR, Inc. ("Defendants"), jointly and severally, by themselves or through Newport Bonding & Surety Company, Inc. ("Newport"), will pay today to Plaintiff the total amount of one hundred forty thousand dollars (\$140,000), of which amount Newport will only pay forty thousand dollars (\$40,000). Full payment of the settlement amount and receipt thereof by Plaintiff is a condition precedent for this Settlement;

(b) All of the Defendants stipulate that the four thousand dollars (\$4,000) consigned by Newport with the Court, as part of this Settlement Agreement, be ordered to be withdrawn from consignment and paid by the Court to Plaintiff Veronica Lee-Barnes;

(c) In consideration for the payment of the above amounts, Plaintiff grants all of the Defendants and Newport, and Defendants grant unto Plaintiff and Newport, a full and complete release from any and all claims or causes of action regarding all of the allegations that were made or could have been made in each of the parties' causes of action filed or that could have been filed in this case;

(d) In further consideration for the Settlement reached, all of the Defendants will indemnify and forever hold Plaintiff and her attorneys harmless from any and all claims made or that could be made against Plaintiff and her attorneys, by any person or entity, by reason of this stipulation agreement, including but not limited to individuals, corporations, U.S. and Commonwealth of Puerto Rico Governments or any of their agencies or instrumentalities, including but not limited to claims made for constructive conversion, conversion by taking, conversion by wrongful delivery or disposition or fraudulent conversion; and

(e) Defendants stipulate that any and all Court assessment for fees or jury costs will be assessed only to Defendants for payment thereof.

The parties state that they have freely and voluntary entered into this Settlement Agreement and request that a final and firm judgment be entered according to the terms and conditions contained herein, each party to bear their own costs and attorney's fees.

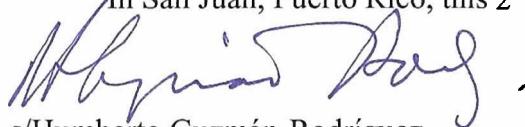
Wherefore, the parties request that this Settlement Agreement and for dismissal with prejudice be approved by the court, that an order be entered for the clerk's office to issue a check payable to Veronica Lee-Barnes for the amount of \$4,000.00 and that final and firm judgment be entered according thereto.

RESPECTFULLY SUBMITTED.

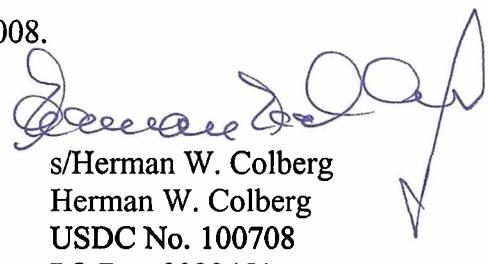
CERTIFICATE OF SERVICE: The undersigned counsel hereby certify that the instant

document has been filed with the Court's CM/ECF System, which will simultaneously serve notice on all counsels of record, to their registered e-mail addresses.

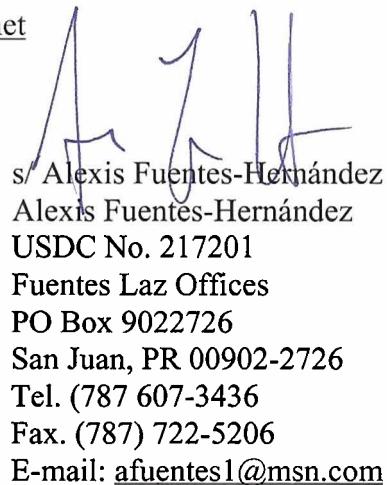
In San Juan, Puerto Rico, this 2nd day of June, 2008.



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